

EXHIBIT E

THIS JOINT VENTURE AGREEMENT

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BETWEEN:

AND:

CAPITAL ASSETS PROPERTY MANAGEMENT &
INVESTMENT CO., L.I.C. (Hereinafter "Capital Assets");
10 WEST BERNARD PLACE, SUITE 201
NEW YORK, NEW YORK 10770

WITNESSETH THAT the parties wish to enter into a form of Joint
venture to be known as,

WHO CAPITAL ASSETS, a Joint Venture, (also designated herein as the "Business"), and is located at:

10 WEST HERCULAN PLACE, SUITE 201
H-11 BANK, NEW JERSEY 07041

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

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Capitol Agency

The above ratio shall specifically be reflected in all deeds and other evidence of title; i.e., Capital Assets as to a 60% interest and, as to a 40% interest, pursuant to agreement dated April 1, 1967, and described on

CAPITAL ASSETS: a Joint Venture.

4. In the event that either party wishes to buy out the interest of the other party in any particular property, the same 50-50 ratio shall be used to determine the value. However, Capital Assets shall have the sole right to retain a licensed appraiser for the purpose of setting the value.

5. The parties understand that Capital Austin shall have total control of all properties, including the absolute right to obtain financing, and to determine what properties are bought and sold, for what price, and under what terms and conditions. They shall cooperate with each other in order to further the purposes of the Joint Venture.

6. shall have the right to attend all closings where property is being purchased and receive a minimum of \$1,000.00 per transaction from Capital Assets for a minimum of five (5) closings.

7. None of the parties hereto shall sell, convey, pledge, encumber or assign their interest in the Joint Venture to any other person or entity.

8. By separate instrument of even date herewith, shall execute a durable POWER OF ATTORNEY to Capital Assets giving the latter full authority to sell any property and to sign any deeds or other papers consistent with the terms of the within agreement.

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CAPITAL ASSETS

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9. The parties acknowledge that
known as Capital Assets, Inc.,
represents the business entity
specifically, has been informed of his right to retain separate counsel of his own
choosing and at his own expense.

10. This agreement shall be in effect on the date first above written.

IN WITNESS WHEREOF the parties have signed this agreement on the indicated date.

CAPITAL ASSETS PROPERTY
MANAGEMENT & INVESTMENT CO.,
LLC.

By